

EXHIBIT E

TRANSITION TO A NEW CONCESSIONER

Section 1. In General

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

Section 2. Cooperation Prior to the Termination Date

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner will, notwithstanding such notification:

(a) Continue Operations. Continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that it was providing previously, and with a view to maintaining customer satisfaction.

(b) Continue Bookings. Continue to accept all future bookings for any services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner; and notify all guests with bookings for any period after the Termination Date that the services are to be operated by the New Concessioner. Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner will provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner, and thereafter the Concessioner will update such log on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. The reservation log will include, without limitation, the name of each guest, and the guest's (1) address, (2) contact information, (3) dates of service, (4) rate quoted, (5) amount of advance deposit received, and (6) confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions. Cooperate with the Director and the New Concessioner to ensure the smooth transition of operations by: (1) designating one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner; (2) providing the Director and the New Concessioner with full access to the books and records, licenses and all other materials pertaining to the Concessioner's operations in general; (3) providing the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio) service contracts and supply contracts, including contracts for on-order merchandise (collectively, "Contracts"), and

copies of all licenses and permits (collectively, "Licenses"); (4) allowing the New Concessioner to solicit and interview for employment all of the Concessioner's salaried and hourly employees, including seasonal employees through a coordinated process implemented by the Concessioner; and (5) not entering into any contracts or agreements that would be binding on any operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports. Within 30 days after receipt of the notification of the selection of the New Concessioner, provide the New Concessioner with a financial report with respect to the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. Thereafter, the Concessioner will update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report will include, at a minimum, a schedule of pending accounts payable and a schedule of pending accounts receivable.

(e) Personal Property List. Provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on-order). The list must be provided to the New Concessioner within thirty (30) days following receipt of the notification of the selection of the New Concessioner, be updated monthly thereafter, and designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessioner will assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports. Provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner, and complete information as applicable with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and (4) specific opening and closing procedures. Such information must be provided within thirty (30) days after receipt of notification of the selection of the New Concessioner and updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

(g) Other Cooperation. Provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.

Section 3. Cooperation Upon the Termination Date

Upon the Termination Date, the Concessioner will:

(a) Transfer of Contracts and Licenses. Cooperate with the transfer or assignment of all Contracts and Licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems. (1) Provide the New Concessioner with an update of the reservation log through the Termination Date; (2) disconnect its operations from the Concessioner's centralized reservation system, if any; and (3) cooperate with the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments. Within ten (10) days after the Termination Date, the Concessioner will provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. Within ten (10) days of its delivery to the Director of this itemized statement, the Concessioner will pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records. Notwithstanding any other provision of this Contract to the contrary, upon the Termination Date, the Concessioner will make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director, are related to or necessary for orderly and continued operations of the services.

(e) Removal of Marks. Within thirty (30) days after Termination, the Concessioner will remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner.

(f) Other Cooperation. The Concessioner will provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.